

## C.4

MEMO TO: City Council

FROM: Rosemarie Ives, Mayor

DATE: October 2, 2007

SUBJECT: **APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 4 FOR  
ENGINEERING SERVICES, EAST LAKE SAMMAMISH PARKWAY  
AND NE 65<sup>TH</sup> STREET INTERSECTION IMPROVEMENTS PROJECT  
NO. 100802**

### I. **RECOMMENDED ACTION**

Move to approve the Supplemental Agreement No. 4 with W&H Pacific for final design services for the East Lake Sammamish Parkway and NE 65<sup>th</sup> Street Intersection Improvement Project, Project No. 100802, in an amount not to exceed \$70,000 including contingencies, and authorize the Mayor to sign the agreement.

### II. **DEPARTMENT CONTACT PERSONS**

|  |          |
|--|----------|
| Bill Campbell, Director of Public Works  | 556-2733 |
| Ron Grant, Construction Division Manager | 556-2742 |
| Steve Gibbs, Project Manager             | 556-2729 |

### III. **DESCRIPTION**

The purpose of the intersection project is to improve pedestrian and motorist safety and improve operational conditions along East Lake Sammamish Parkway at NE 65<sup>th</sup> Street through a variety of traffic signal, roadway, sidewalk, drainage and utility improvements. Storm drainage will be added, and overhead utility lines will be placed underground as a part of the project.

This supplemental agreement provides for final design services associated with the acquisition and demolition of the Classic Cleaner property and also for construction services if required. The original consultant agreement provided for preliminary and

final design, cost estimates and basic right-of-way support. Supplemental Agreement No. 1 provided for a preliminary environmental assessment of the Classic Cleaner property prior to acquisition. Supplemental Agreement No. 2 provided for sampling and testing of samples associated with the environmental assessment, and Supplemental Agreement No. 3 addressed additional design costs associated with extending the southern limit of the project an additional 500 feet to better coordinate with the upcoming rehabilitation project on East Lake Sammamish Parkway to the City boundary at 187<sup>th</sup> Avenue NE.

#### IV. IMPACT

A. Service Delivery: This project will improve the safety and operation of the intersection at East Lake Sammamish Parkway and NE 65<sup>th</sup> Street.

B. Fiscal:

##### Estimated Project Costs

##### Final Design

|                            |            |
|----------------------------|------------|
| W&H Pacific                | \$ 303,500 |
| City Administration, Misc. | 65,000     |

|              |         |
|--------------|---------|
| Right-of-Way | 750,000 |
|--------------|---------|

##### Construction

|  |           |
|--|-----------|
| Estimated Construction Contract          | 2,102,000 |
| Construction Engineering, Testing, Misc. | 80,000    |

|               |               |
|---------------|---------------|
| Contingencies | <u>50,000</u> |
|---------------|---------------|

|              |                    |
|--------------|--------------------|
| <b>Total</b> | <b>\$3,350,500</b> |
|--------------|--------------------|

##### Project Funding

|                    |             |
|--------------------|-------------|
| Transportation CIP | \$1,375,000 |
|--------------------|-------------|

|                        |           |
|------------------------|-----------|
| Developer Contribution | 1,228,000 |
|------------------------|-----------|

|                                |                |
|--------------------------------|----------------|
| Unallocated Transportation CIP | <u>747,500</u> |
|--------------------------------|----------------|

|                      |                    |
|----------------------|--------------------|
| <b>Total Funding</b> | <b>\$3,350,500</b> |
|----------------------|--------------------|

#### V. ALTERNATIVES

Council could choose to not approve the agreement. However, this action would stop the project from advancing toward construction.

**VI. TIME CONSTRAINTS**

|                       |                 |
|-----------------------|-----------------|
| Agreement Approval    | October 2, 2007 |
| Complete Final Design | November 2007   |
| Advertise for Bids    | December 2007   |

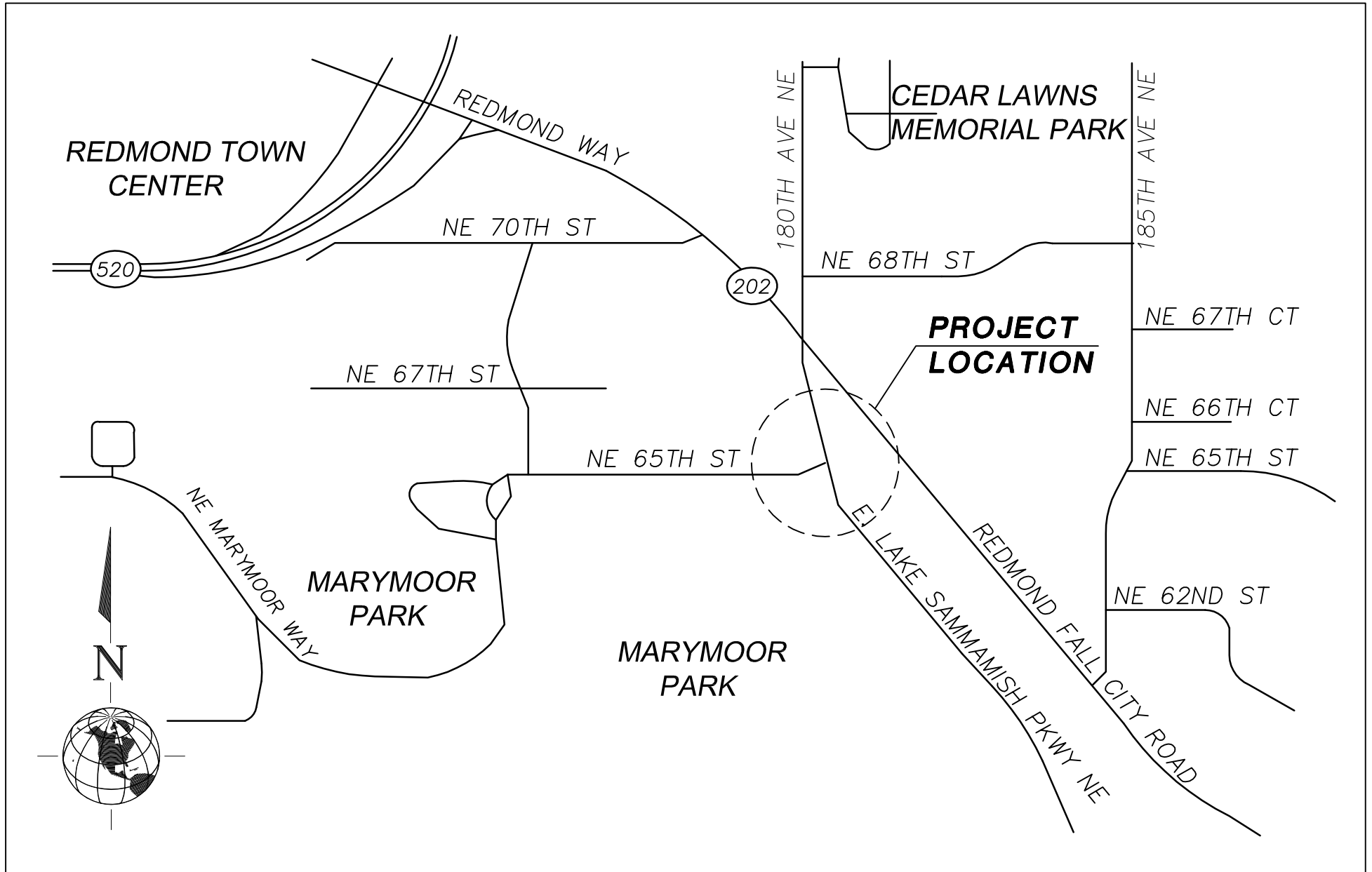
**VII. LIST OF ATTACHMENTS**

- A. Vicinity Map
- B. Supplemental Agreement No. 4

|   |                |
|---|----------------|
| <u>Donald Cairns for</u>                      | <u>9/24/07</u> |
| William J. Campbell, Director of Public Works | Date           |

|  |                |
|--|----------------|
| Approved for Council Agenda <u>/s/</u> | <u>9/24/07</u> |
| Rosemarie Ives, Mayor                  | Date           |

# VICINITY MAP



**East Lake Sammamish Parkway and NE 65<sup>th</sup> Intersection Improvements  
Project No. 100802/04 CI 91**

**SUPPLEMENTAL AGREEMENT NO. 4**

This SUPPLEMENTAL AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the City of Redmond, Washington, hereinafter called the CITY, and **W&H Pacific**, hereinafter called the CONSULTANT, amends an earlier Agreement (AGREEMENT) dated **February 21 2006**, and **Supplemental Agreement No. 1** dated **July 28, 2006**, **Supplemental Agreement No. 2** dated **November 30, 2006** and **Supplemental Agreement No. 3** dated **March 7, 2006**

WHEREAS the CITY requires additional **engineering** services related to the above mentioned project, and pursuant to Section XIV (Extra Work) of the AGREEMENT;

NOW THEREFORE, it is mutually agreed that the terms, stipulations, and conditions of the original AGREEMENT shall be binding upon the parties hereto except insofar as amended by this SUPPLEMENTAL AGREEMENT as follows:

**ITEM NO. 1: SCOPE OF WORK**

Section II, SCOPE OF WORK of the AGREEMENT shall be amended by the additional tasks summarized in Exhibit **A-4** attached hereto.

**ITEM NO. 2: PAYMENT**

Section V, PAYMENT, shall be supplemented to compensate the CONSULTANT for the items of extra work provided in connection with the work described in Exhibit **A-4** attached hereto.

A breakdown of the CONSULTANT'S cost proposal is attached hereto as Exhibit **B-4**. By this reference the exhibit is made a part of this SUPPLEMENTAL AGREEMENT.

The "Maximum Amount Payable" involved on page 1 of the AGREEMENT is hereby modified to **\$303,568**.

Summarized below are the costs as listed in the original AGREEMENT and as modified by this SUPPLEMENTAL AGREEMENT.

| <b>Summary</b>     |                           |                         |                         |                         |                         |                  |
|--------------------|---------------------------|-------------------------|-------------------------|-------------------------|-------------------------|------------------|
| <b>Description</b> | <b>Original Agreement</b> | <b>Supplement No. 1</b> | <b>Supplement No. 2</b> | <b>Supplement No. 3</b> | <b>Supplement No. 4</b> | <b>Total</b>     |
| Labor Cost         | 145,095                   | 15,325                  | 4,489                   | 13,364                  | 61,519                  | 239,792          |
| Reimbursables      | 11,758                    | 7,905                   | 8,500                   | 3,985                   | 1,313                   | 33,461           |
| Total              | 156,853                   | 23,230                  | 12,989                  | 17,349                  | 62,832                  | 273,253          |
| Contingency        | 23,147                    |                         |                         |                         | 7,168                   | 30,315           |
| <b>Grand Total</b> | <b>\$180,000</b>          | <b>\$23,230</b>         | <b>\$12,989</b>         | <b>17,349</b>           | <b>70,000</b>           | <b>\$303.568</b> |

**ITEM NO. 3: COMPLETION DATE**

The completion date on page 2 of the SUPPLEMENTAL AGREEMENT NO. 2 shall be revised to **December 30, 2008.**

**EXECUTION**

IN WITNESS WHEREOF, the parties have executed this SUPPLEMENTAL AGREEMENT by having their representatives affix their signatures below.

***W&H Pacific***

**CITY OF REDMOND**

By \_\_\_\_\_

By \_\_\_\_\_

ROSEMARIE IVES, Mayor

\_\_\_\_\_  
(Title)

Attested:

By \_\_\_\_\_

City Clerk

Approved as to Form:

By \_\_\_\_\_

City Attorney



3350 Monte Villa Parkway  
Bothell, Washington 98021  
425.951.4800  
Fax 425.951.4808

## Exhibit A-4

|            |                                  |              |                                       |
|------------|----------------------------------|--------------|---------------------------------------|
| To:        | Steven Gibbs, P.E.               | Date:        | July 23, 2007                         |
| Company    | City of Redmond                  | Project      | 33306                                 |
| :          | Dept. of Public Works            | Number:      |                                       |
| Address    | PO Box 97010                     | Project Name | East Lake Sammamish                   |
|            | 15670 NE 85 <sup>th</sup> Street |              | Parkway                               |
|            |                                  |              | /65 <sup>th</sup> Street Improvements |
| City/State |                                  | Re:          |                                       |
|            | Redmond, WA 98073-9710           |              | Supplement for Additional             |
| Phone/     |                                  |              | Work                                  |
| Fax:       | 425-556-2729 / 425-556-2727      |              |                                       |

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|       |                        |     |  |
|-------|------------------------|-----|--|
| From: | Mark Van Wormer, P. E. | CC: |  |
| Phone | (425) 951-4839         |     |  |
| :     |                        |     |  |
| Fax:  | (425) 951-4808         |     |  |

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This supplement request combines supplement requests dated April 4, June 15 and June 29.

### April 4, 2007 Supplement

The City of Redmond has requested additional work to provide on-call services during construction and to develop demolition plans for the Classic Cleaners property. This property was recently purchased by the City to accommodate the new roadway improvements. The additional work will include the following.

1. **Demolition PS&E** – Landau Associates will prepare demolition plans, specifications and cost estimate to remove two buildings, two underground storage tanks and provide test pit explorations to assess subsurface conditions and locate possible septic tank and heating oil tank. The plans and specifications will address removal of hazardous materials including asbestos, lead-based paint and potential polychlorinated biphenyl (PCB). W&H Pacific will coordinate with Landau Associates and incorporate the plans and specifications in with the rest of the project contract documents. The cost estimate for demolition work items will be incorporated in with the project construction cost estimate. Details will be added to the plans for a new gravel parking area located on the Classic Cleaner property. Details and notes will also be added to the plans for proper termination of water, sewer, gas, power and communications services.
2. **Construction Support** – Construction support will be provided to the as follows:

Landau will provide construction support to facilitate demolition activities. Construction support will include the following.

*whpacific.com*  
*landscape architects*

*planners*

*surveyors*

*engineers*

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- i. Onsite observation and documentation of underground storage tank removal and test pit excavation
- ii. Analysis and documentation of samples collected on site
- iii. Analytical data tabulation and validation for QA/QC purposes
- iv. Review of data results and determination of cleanup levels and waste disposal criteria
- v. Identification of disposal options and making arrangements with disposal facilities including profile and manifest preparation

W&H Pacific will provide construction support on a time and materials basis. A not to exceed (NTE) amount of \$15,000 is included in this supplement for this purpose. If additional construction support is required beyond this NTE amount a supplement will be implemented. Construction support could include any of the following services:

- i. Assist with preconstruction meeting
- ii. Site visits to review construction issues
- iii. Attend meetings with the City and contractor to resolve issues
- iv. Respond to RFIs
- v. Review shop drawings
- vi. Prepare record drawings
- vii. Revise plans to accommodate changed field conditions

This scope does not include additional topographic or boundary survey work. We request a contract supplement of \$48,669 for this additional work.

### June 15, 2007 Supplement

The City of Redmond has requested additional work to provide additional design and survey services. The additional work will include the following.

3. **Project Management** – W&H Pacific will provide project management and coordination including review of all documents submitted to the City.
4. **Survey** – The following locations for will be staked in the field by a survey crew.
  - KinderCare property corners at new right-of-way on East Lake Sammamish Parkway
  - Two proposed traffic signal poles
  - One proposed and one existing PSE pole located across from the Jefferson at Marymoor development driveway.



## **East Lake Sammamish Parkway and NE 65<sup>th</sup> Intersection Improvements**

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### **5. Design Services** – The plans will be revised as follows:

- Add spare conduit and type 7 junction boxes for future interconnect from 65<sup>th</sup> Street to the southern limits of the project station 31+00.
- Add raised traffic island with tapers and shift pavement markings in the vicinity of station 25+00 East Lake Sammamish Parkway.
- Change the location of junction boxes and loops for traffic signal
- Add additional opticom receiver on traffic signal pole
- Change signal phasing to permissive left for Phase 7
- Change KinderCare driveway entrance to curb cut style.
- Extend second southbound lane 250 feet south, shift taper, add pavement, and evaluate clear zone.
- Quantities and cost estimate will be revised to reflect the above plan changes.
- Submit plans for review and address comments.

We request a contract supplement of \$11,355 for this additional work.

### **June 29, 2007 Supplement**

The City of Redmond has requested additional work to provide potholing services. The additional work will include the following.

6. **Project Management** – W&H Pacific will provide project management and coordination of subconsultant activities. This will include setting up subconsultant agreement and processing invoices. Potholing information will be incorporated into the specifications.
7. **Potholing** – APS will pothole two locations staked on the KinderCare property. The potholes will each be 2 feet in diameter and 9 feet deep. Pothole data will be summarized in an excel spreadsheet.

We request a contract supplement of \$2,808 for this additional work.

We request a total supplement of \$62,832 for the work listed above.

## EXHIBIT B-4

### CONSULTANT FEE DETERMINATION

**PROJECT:** East Lake Sammamish Parkway and NE 65th

#### NEGOTIATED HOURLY RATES:

| <u>Classification</u> | <u>Hours</u> | x | <u>Rate</u> | = | <u>Cost</u> |
|-----------------------|--------------|---|-------------|---|-------------|
| Project Manager       | 98           | x | \$152.00    | = | \$14,896.00 |
| Project Engineer      | 86           | x | \$107.00    | = | \$9,202.00  |
| Technician            | 106          | x | \$79.00     | = | \$8,374.00  |
| Clerical              | 8            | x | \$65.00     | = | \$520.00    |
| Party Chief           | 4            | x | \$107.00    | = | \$428.00    |
| Project coordinator   | 16           | x | \$73.00     | = | \$1,168.00  |
| Instrumentman         | 4            | x | \$79.00     | = | \$316.00    |
| TOTAL                 |              |   |             | = | \$34,904.00 |

#### REIMBURSABLES:

*Mileage / Printing / CADD Station* = \$1,313.00

**SUBCONSULTANT COSTS (See Exhibit C-4):** = \$26,615.00

**TOTAL** = \$62,832.00

**CONTINGENCIES:** = \$7,168.00

**GRAND TOTAL:** = \$70,000.00

**EXHIBIT C-4**

**SUBCONTRACTED WORK**

The CITY permits subcontracts for the following portions of the work of the AGREEMENT:

| <u>SUBCONTRACTOR</u>          | <u>WORK DESCRIPTION</u> | <u>AMOUNT</u> |
|-------------------------------|-------------------------|---------------|
| Applied Professional Services | Potholing               | \$2,030.00    |
| Landau                        | Demo, Environmental     | \$24,585      |

TOTAL = \$26,615.00